UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

The Gretsch Condominium & AKAM Associates

Joint Employers

and

United Workers of America, Local 621

Case Nos. 29-CA-097001
and 29-CB-097003

Union

and

Service Employees International Union Local 32BJ

Charging Party

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 29-CA-097001, which is based on a charge filed by Service Employees International Union Local 32BJ (Local 32BJ), against The Gretsch Condominium (Respondent Gretsch) and AKAM Associates LLC (Respondent AKAM) as joint employers (collectively, Respondent Employers), and Case 29-CB-097003, which is based on a charge filed by Local 32BJ against United Workers of America, Local 621 (Respondent Union), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations and alleges Respondent has violated the Act as described below:

1. (a) The charge in Case No. 29-CA-097001 was filed by Charging Party on January 24, 2013, and a copy was served by regular mail on the Respondent Employers by regular mail on January 25, 2013.

   (b) The charge in Case No. 29-CB-097003 was filed by Charging Party on January 24, 2013, and a copy was served by regular mail on the Respondent Union by regular mail on January 25, 2013.

2. At all material times, Respondent AKAM has been a domestic corporation, with its principal office and place of business located at 260 Madison Avenue, 12th Floor, New York, NewYork, and has been engaged in providing residential property management.

3. At all material times, Respondent Gretsch has been a corporation with an office and a principal place of business located at 60 Broadway, Brooklyn, New York (Brooklyn facility) and has been engaged in the operation of a condominium at the Brooklyn facility.

4. At all material times, Respondent Employers have been parties to a contract which provides that Respondent AKAM is the agent for Respondent Gretsch in connection with the Brooklyn facility.

5. At all material times, Respondent AKAM has exercised control over the labor relations policy of Respondent Gretsch and has administered a common labor policy with Respondent Gretsch with respect to employees of Respondent AKAM at the Brooklyn facility.

6. At all material times, the Respondent Employers have been joint employers of the employees at the Brooklyn facility.

7. During the 12-month period ending December 31, 2012, which period is representative of annual operations generally, Respondent Gretsch in the course and conduct of its

business operations, derived gross annual revenues valued in excess of $500,000 and received at its facility located in Brooklyn goods and supplies, valued in excess of $5,000, directly from other enterprises located within the State of New York , each of which other enterprises had received these goods and supplies directly from points located outside of the State of New York.

8. During the 12-month period ending December 31, 2012, which period is representative of annual operations generally, Respondent AKAM in the course and conduct of its business operations, derived gross annual revenues valued in excess of $500,000 and received at its facilities located in Brooklyn and Manhattan goods and supplies, valued in excess of $5,000, directly from enterprises located outside the State of New York.
9. At all material times, Respondent Gretsch has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
10. At all material times, Respondent AKAM has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
11. At all material times, the Respondent Union has been a labor organization within the meaning of Section 2(5) of the Act.
12. The following employees of the Respondent Employers constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> [A]ll full time and regular part-time janitors, porters, doormen, superintendents, cleaners and maintenance employees employed by Gretsch located at the Brooklyn facility, excluding all other employees, including clerical employees, guards and supervisors as defined in Section 2(11) of the National Labor Relations Act. (Unit).

13. At all material times, by virtue of Section 9(a) of the Act, the Respondent Union has been the exclusive collective-bargaining representative of the Unit.

14. At all material times, the Respondent Union and Respondent Gretsch have been parties to a collective-bargaining agreement covering the terms and conditions of employment of the Unit, including the following union security provision:

> It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members. All employees who are not members of the execution date hereof shall, as a condition of employment, either become and remain members of the Union on the thirty-first (31st) day following the beginning of their employment, or the effective date or execution date of this Agreement, whichever is later, or if a non-member, pay service fees, which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, or in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues uniformly required, corresponding to the proportion of the Union's total expenditures that supports representational activities and costs.

15. The current collective bargaining agreement is effective from March 31, 2011 until March 31, 2014.

16. In a manner set forth in the collective bargaining agreement, Unit employees signed dues deduction authorizations to give the Respondent Employers permission to deduct Union dues from their paychecks on a monthly basis and remit such dues to the Union.

17. The language contained in the dues deduction authorizations described above in paragraph 16 states that the authorization shall be irrevocable for a one-year period from the date of signature or termination of the agreement, “without regard to whether I am a member during that period.”

18. On or about September 26, 2012, Unit employees voted in an election conducted pursuant to a petition filed in Case No. 29-UD-087588 to rescind the Respondent Union’s authority to require union membership as a condition of employment pursuant to the

contract provision described above in paragraph 14. The results of this election were certified on October 11, 2012.

19. On or about October 1, 2012, by individual letters to the Respondent Union and the Respondent Employers, Unit employees resigned their membership in the Respondent Union and revoked the dues deduction authorizations described above in paragraphs 16 and 17.

20. Notwithstanding the individual letters referred to above in paragraph 19, for the period of October to March 2013;

    (a) the Respondent Employers continued to deduct dues from employees and remitted them to the Respondent Union; and,

    (b) the Respondent Union accepted the dues deducted from employees referred to above in paragraph 19 and remitted by the Respondent Employers.

21. By the conduct described above in paragraphs 16, 17 and 20(b), the Respondent Union has been restraining and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A).

22. By the conduct described above in paragraph 20(a), the Respondent Employers have been rendering unlawful assistance and support to a labor organization and restraining and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Sections 8(a)(1) and (2) of the Act.

23. The unfair labor practices of the Respondent Union and the Respondent Employers, described above, affect commerce within the meaning of 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent Employers and Respondent Union (collectively, Respondents) are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file

an answer to the complaint. The answer must be **received by this office on or before May 14, 2013 or postmarked on or before May 13, 2013.** The Respondents should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for

Default Judgment, that the allegations in the (consolidated) complaint are true. Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on May 14, 2013. The request should be in writing and addresses to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **June 19, 2013,** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this (consolidated) complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: April 30, 2013

/s/

JAMES G. PAULSEN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
TWO METRO TECH CENTER STE 5100
FL 5
BROOKLYN, NY 11201-3838

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

United Workers of America, Local 621

Union

and **Case No.29-CB-097003**

Service Employees International Union Local 32BJ

Charging Party

AMENDMENT TO THE COMPLAINT

On April 30, 2013, the Regional Director issued a Consolidated Complaint in the above captioned case. The Consolidated Complaint is amended in the following manner:

1. Delete Paragraph 1(a)

2. Amend Paragraph 21 to read as follows:

   By the conduct described above in paragraphs and 20(b), the Respondent Union has been restraining and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A).

3. Delete Paragraph 22.

4. Renumber all other paragraphs accordingly.

Dated: June 7, 2013

James G Paulsen

JAMES G. PAULSEN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
TWO METRO TECH CENTER STE 5100
FL 5
BROOKLYN, NY 11201-3838

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

RED APPLE 180 MYRTLE AVENUE DEVELOPMENT, LLC

and

Case Nos. 29-CA-184816, 29-CA-188888, and 29-CB-184813

LOCAL 621, UNITED WORKERS OF AMERICA

and

LOCAL 32BJ SERVICE EMPLOYEES INTERNATIONAL UNION

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case Nos. 29-CA-184816 and Case 29-CA-188888, which are based on charges filed by Local 32BJ, Service Employees International Union (Charging Party) against Red Apple 180 Myrtle Avenue Development, LLC (Respondent Employer), and Case No. 29-CB-184813, which is based on a charge filed by the Charging Party against Local 621, United Workers of America (Respondent Union), are hereby consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on the aforementioned charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent Employer and Respondent Union (collectively Respondents) have violated the Act as described below.

1. (a) The charge in Case No. 29-CA-184816 was filed by the Charging Party on September 22, 2016, and a copy was served on Respondent Employer, by U.S. mail on September 22, 2016.

(b) The first amended charge in Case No. 29-CA-184816 was filed by the Charging Party on November 30, 2016, and a copy was served on Respondent Employer, by U.S. mail on December 1, 2016.

2. (a) The charge in Case No. 29-CB-184813 was filed by the Charging Party on September 22, 2016, and a copy was served on Respondent Union, by U.S. mail on September 22, 2016.

(b) The first amended charge in Case No. 29-CB-184813 was filed by the Charging Party on November 30, 2016, and a copy was served on Respondent Union, by U.S. mail on December 1, 2016.

3. (a) The charge in Case No. 29-CA-188888 was filed by Anthony Ferris, an individual, on November 28, 2016, and a copy was served on Respondent Employer, by U.S. mail on November 29, 2016.

(b) The first amended charge was filed in Case No. 29-CA-188888 by the Charging Party on December 28, 2016, and a copy was served on Respondent Employer by U.S. mail on December 30, 2016.

4. (a) Respondent Employer, a domestic corporation, with its principal office and place of business located at 800 Third Avenue, New York, New York, and a place of business located at 180 Myrtle Avenue, Brooklyn, New York (Brooklyn facility), has been engaged in the business of providing apartment building management services.

(b) During the past year, which period is representative of its annual operations in general, Respondent Employer, in conducting its operations described above, derived gross annual revenue in excess of $500,000, and purchased and received at its Brooklyn, New York facility goods and materials valued in excess of $5,000 directly from suppliers located outside the State of New York.

5. At all material times, Respondent Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

6. (a) At all material times, Respondent Union has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

7. At all material times, Eddy Ramos (Ramos) held the position of Respondent Employer's Property Manager at the Brooklyn facility and has been a supervisor of Respondent Employer within the meaning of Section 2(11) of the Act and an agent of Respondent Employer within the meaning of Section 2(13) of the Act.

8. On or about September 8, 2016, Respondent Employer, by Ramos, in the employee locker room at its Brooklyn facility, interrogated employees regarding their Union support and membership.

9. On or about September 8, 2016, Respondent Employer, by Ramos, in the employee locker room at its Brooklyn facility, gave assistance and support to Respondent Union by directing and soliciting its employees to sign membership cards for Respondent Union.

10. On or about September 8, 2016, Respondent Union received assistance and support from Respondent Employer by:

(a) Respondent Employer directing and soliciting its employees to sign membership cards for Respondent Union; and

(b) Giving effect to membership cards that Respondent Employer solicited from employees.

11. (a) On or about September 20, 2016, Respondent Employer discharged its employee Anthony Ferris.

(b) Since on or about September 20, 2016, Respondent Employer has refused to reinstate, or offer to reinstate Ferris to his former position of employment.

12. Respondent engaged in the conduct described above in paragraph 11 because Ferris refrained from joining Respondent Union and engaging in concerted activities, and to encourage employees to engage in these activities.

13. By the conduct described about in paragraph 8, Respondent Employer has been interfering with, restraining and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraph 9, Respondent Employer has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in paragraphs 11 and 12, Respondent Employer has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in one labor organization and encouraging membership in another labor organization in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in paragraph 10, Respondent Union has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

17. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

18. As part of the remedy for the unfair labor practices alleged above in paragraphs 8 through 16, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Employer's representative Property Manager Eddy Ramos and Respondent Union's representative President Stephen Sombratto read the Notice to Employees and Notice to Members, respectively, during work time in the presence of a Board Agent and a representative of the Charging Party. Alternatively, the General Counsel seeks an order requiring that Respondents promptly have a Board Agent read the Notice to Employees and Notice to Members during work-time in the presence of Respondent Employer's representative Property Manager Eddy Ramos, Respondent Union's representative President Stephen Sombratto and a representative of the Charging Party.

19. As part of the remedy for the unfair labor practices alleged above in paragraphs 11 and 15, the General Counsel seeks an Order requiring Respondent Employer to reimburse the discriminatee Anthony Ferris for reasonable consequential damages incurred by [illegible] as a result of the Respondent's unlawful conduct.

20. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before June 9, 2017, or postmarked on or before June 8, 2017**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed,

or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on June 9, 2017. The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **July 25, 2017**, 9:30a.m., at a 5th floor hearing room located at 2 MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 26, 2017

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
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Brooklyn, NY 11201-3838

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

UNITED WORKERS OF AMERICA, LOCAL 621 **Case No. 29-CB-238979**

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Service Employees International Union, Local 32BJ (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that United Workers of America, Local 621 (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on April 3, 2019, and a copy was served on Respondent by regular mail on April 4, 2019.

2. At all material times, Red Apple, Inc. (Red Apple) has been a domestic corporation with an office and place of business located at 800 3rd Avenue, New York, New York 10022 (Manhattan facility), with affiliated business enterprises located at 81 Fleet Place, Brooklyn, NY 11201 (81 Fleet facility), 86 Fleet Place, Brooklyn, NY 11201 (86 Fleet facility), 180 Myrtle Avenue, Brooklyn, NY (180 Myrtle facility), and 218 Myrtle Avenue, Brooklyn, NY 11201 (218 Myrtle facility) and has been engaged in the business of owning and operating residential apartment buildings.

3. Annually, in conducting its business operations described above in paragraph 2, Red Apple and its affiliated business enterprises, collectively:

(a) derived gross revenues in excess of $500,000; and

(b) purchased and received goods at its facilities valued in excess of $5,000 directly from suppliers located outside the State of New York.

4. At all material times, Red Apple has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, Stephen Sombrotto held the position of Respondent's President and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

7. At all material times, since at least the dates specified below for each bargaining unit, Respondent has been the exclusive collective-bargaining representative of the following employees of Red Apple and its affiliated entities set forth below (the Units) pursuant to Section 9(a) of the Act:

(a) Since July 25, 2016: Red Apple 81 Fleet Place Development, LLC "employees employed at the building located at 81 Fleet Place, Brooklyn, NY 11201 …, exclud[ing] supervisors, clerical employees, confidential employees and guards as defined by the National Labor Relations Act" (the 81 Fleet Unit).

(b) Since September 9, 2016: Red Apple 180 Myrtle Avenue Development, LLC "employees employed at the building located at 180 Myrtle Avenue, Brooklyn, NY 11201 …, exclud[ing] supervisors, clerical employees, confidential employees and guards as defined by the National Labor Relations Act" (the 180 Myrtle Unit).

(c) Since February 6, 2017: Red Apple Myrtle Avenue Development II, LLC "employees employed at the building located at 218 Myrtle Avenue, Brooklyn, NY 11201 ..., exclud[ing] supervisors, clerical employees, confidential employees and guards as defined by the National Labor Relations Act" (the 218 Myrtle Unit).

(d) Since January 2, 2018: Red Apple 86 Fleet Place Development, LLC "employees employed at the building located at 86 Fleet Place, Brooklyn, NY 11201 ..., exclud[ing] supervisors, clerical employees, confidential employees and guards as defined by the National Labor Relations Act" (the 86 Fleet Unit).

8. At all material times, Respondent and Red Apple's affiliated entities have maintained and enforced collective-bargaining agreements covering the terms and conditions of employment of the Units, with each collective-bargaining agreement including the following identical union-security provision:

> SECTION 1. It shall be a condition of employment that all employees of the Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
>
> SECTION 2. The Employer shall discharge an employee immediately upon being given notice by the Union that such employee has not fulfilled the requirements of Section 1 above.
>
> SECTION 3. During the life of this Agreement, the Employer will check off monthly dues, assessments and initiation fees as membership dues in the Union

for all employees who furnish it with a voluntarily signed check-off authorization card meeting applicable legal requirements. All sums deducted from monthly dues and/or assessments and/or initiation fees shall be deducted by the first week of the month and shall be remitted to the Union no later than the fifteenth (15th) day following receipt from the Union of the printout form hereafter referred to, together with an alphabetized list of all employees from whom the deductions are made, on a printout form supplied by the Union, which printout form shall list the categories stated below and shall be already filled in as to existing employees. The form shall specify: (1) the names of all employees who have received pay during the calendar month for which remittance is made (being the prior month). (2) The amount of deduction for each employee for whom a deduction is to be made. (3) The Employer shall add the names, addresses, social security numbers, dates of hire for all employees hired after the filling out of the last printout whose names will therefore be listed on the above list for the first time together with a coded notation indicating whether dues check-off, welfare or pension contributions are remitted for said employee. (4) The Employer shall strike the names of any employees who have terminated their employment with the Employer. (5) A notation of "no authorization" beside the name of any employee who has not signed a payroll deduction authorization.

SECTION 4. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the foregoing provisions.

SECTION 5. Should the Employer fail to comply with the provisions of Section 3 of this Article, after the Union has given the said Employer ten (10) days' written notice of the Employer's default and the Employer has failed to remit payment within the said ten (10) day period, the Union has a right to file a grievance.

SECTION 6. The Union shall furnish the Employer with a form advising each new employee of the existence of, and terms of, this agreement and the terms of such employee's obligations of Union membership, and the Employer shall deliver to each such new employee that said form at the time of hiring. Should the form contain information blanks which the employee must fill out, the Employer will require the employee to complete the said form and the Employer will mail same to the Union. The Employer reserves the right to approve the substance of the form to be prepared by the Union.

9. At all material times since March 22, 2019, the Unit employees of the 81 Fleet, 86 Fleet, 180 Myrtle and 218 Myrtle Units identified in Attachment A, have not been members of Respondent.

10. On or about March 22, 2019, the employees in the 81 Fleet, 86 Fleet, 180 Myrtle and 218 Myrtle Units identified in Attachment A requested, in writing, that Respondent provide the following information:

(a) a copy of their respective collective bargaining agreement;
(b) a copy of Respondent's constitution and by-laws;
(c) a copy of their dues checkoff cards;
(d) a copy of records reflecting their dues remittances to Respondent;
(e) the objecting nonmember representational activities dues amount;
(f) the basis for calculation of the representational activity dues amount; and
(g) the procedure for challenging the representational dues calculation.

11. Since about March 22, 2019, Respondent has refused to provide the employees identified in Attachment A with the requested information identified in paragraph 10 above.

12. On or about March 22, 2019, the employees identified in Attachment A notified Respondent, in writing, of the following:

(a) resignation of their membership in Respondent; and

(b) objection to the payment of dues and fees for nonrepresentational activities.

13. Since about March 22, 2019, Respondent has failed and refused to:

(a) recognize those employees identified in in Attachment A as objecting non-members and has continued to seek from said employees' nonrepresentational dues and fees, as a condition of their continued employment with their employers, including dues for organizing activities, legislative expenses and political contributions;

(b) provide those employees identified in Attachment A with a detailed apportionment of its expenditures for representational activities and nonrepresentational activities for the period of March 22, 2019 through present, along with proof that the amounts have been verified by an independent auditor; and

(c) provide those employees identified in Attachment A with the major categories of Respondent's expenditures, the percentages of each expenditure category allocated to chargeable and nonchargeable expenses, and a detailed explanation of how Respondent's allocations were calculated.

14. The information referred to above in subparagraphs 13(b) and 14(c) is necessary for the employees identified in Attachment A to evaluate Respondent's apportionment of dues and fees for representational activities and nonrepresentational activities.

15. At all material times since October 4, 2018, Respondent has failed to inform those employees identified in Attachment A and similarly situated employees employed in the 81 Fleet, 86 Fleet, 180 Myrtle and 218 Myrtle Units (similarly situated employees) of the following information:

(a) that they have the right to revoke their dues checkoff authorizations at contract expirations;

(b) by annually recurring notice that they have the right to be or remain nonmembers;

(c) by annually recurring notice that they have the right as nonmembers to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities;

(d) by annually recurring notice setting forth the amount of dues objecting nonmembers pay for representational activities so as to provide sufficient information for employees to intelligently decide whether to object; and

(e) by annually recurring notice that they have the right as nonmembers to be apprised of any internal procedures for filing objections.

16. At all material times since October 4, 2018, Respondent has informed the employees identified in Appendix A and other similarly situated employees that:

(a) it would discriminate against nonmembers by prohibiting them from participating in the development of contract proposals; and

(b) they had only a ten (10) day window period defined as not more than 20 days and not less than 10 day prior to the anniversary date of their dues deduction authorization to revoke their authorization.

17. By the conduct described above in paragraphs 12, 14, 15 and 16, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

18. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

19. WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph 14, the General Counsel seeks an Order requiring, *inter alia*, that Respondent refund the employees identified in Attachment A and similarly situated employees the pro rata share of their dues' monies expended by Respondent on nonrepresentational matters, plus interest. Counsel for the General Counsel further seeks and Order requiring Respondent to issue proper notice of employees' *General Motors* rights to be and remain nonmembers and their *Beck* rights to be objectors, including being informed of the reduced amount of dues and fees objectors pay, to all employees employed in the 81 Fleet, 86 Fleet, 180 Myrtle and 218 Myrtle Units. Additionally, Counsel for the General Counsel seeks an Order requiring Respondent to refund (with interest) all employees employed in the 81 Fleet, 86 Fleet, 180 Myrtle and 218 Myrtle Units who subsequently object pursuant to the revised proper *General Motors/Beck* notice, the pro rata share of their dues' monies expended by Respondent on nonrepresentational since October 4, 2018.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be received by this office on or before **December 10, 2019** or postmarked on or before **December 9, 2019**.

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

Any request for extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be received by the **close of business on December 10, 2019.** The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **February 24, 2020, at 9:30 a.m.**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: November 26, 2019

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Appendix A

Employee Name	Work Unit
Steven Manon	81 Fleet Unit
Angelo Rodriguez	81 Fleet Unit
Thomas Rodriguez	81 Fleet Unit
Kevin Jackson	81 Fleet Unit
Michael Ortiz	81 Fleet Unit
Luis Moro	81 Fleet Unit
Jay Szalkiewicz	86 Fleet Unit
Elizabeth Gonzalez	86 Fleet Unit
Branden Jones	86 Fleet Unit
Dawson Phillip	86 Fleet Unit
Edgar Garcia	86 Fleet Unit
Raphael Nancoo	86 Fleet Unit
Amir Jerez	86 Fleet Unit
Tenya Glenn	86 Fleet Unit
Ernest Pettigrew	86 Fleet Unit
Antonio Figueroa	180 Myrtle Unit
Jonathan Soto	180 Myrtle Unit
Cory Lopez	180 Myrtle Unit
Francisco Jimenez	180 Myrtle Unit
Edin Kolenovic	218 Myrtle Unit
Brian Gallagher	218 Myrtle Unit